

AGREEMENT BETWEEN
GEORGIA TECH ATHLETIC ASSOCIATION
AND
ALOHA SPORTS INC.

THIS AGREEMENT is made to be effective as of the 5th day of December, 2001, between the **GEORGIA TECH ATHLETIC ASSOCIATION** (hereinafter referred to as "GTAA") and **ALOHA SPORTS INC.**, a Hawaii corporation (hereinafter referred to as "ASI").

GTAA is a Georgia non-profit corporation located at 150 Bobby Dodd Way, NW, Atlanta, Ge 30332-0455, and is a member of the Atlantic Coast Conference.

ASI is a Hawaii corporation, located at 2305 Cooper Road, Honolulu, Hawaii 96822.

The 2001 Seattle Bowl ("the Seattle Bowl") is a post-season football bowl game certified by the National Collegiate Athletic Association. The Seattle Bowl will be played at Safeco Field in Seattle, Washington on December 27, 2001, with the kickoff at 1:00 p.m. Pacific Standard Time, 4:00 p.m. Eastern Standard Time, and will be broadcast on ESPN.

THE PARTIES AGREE AS FOLLOWS:

I. Definition of Terms.

The following terms used in this Agreement shall have the definition and meaning herewith described:

(a) "Agreement" shall mean this contract and agreement between the parties hereto.

(b) "Seattle Bowl" shall mean the game to be played at Safeco Field in Seattle, Washington, on December 27, 2001.

(c) "Game" shall mean the Seattle Bowl.

(d) "Opponent team" shall mean the varsity football team to be selected by ASI to play in the Game to oppose GTAA.

(e) "Broadcasters" shall mean such person, firm or corporation, whether one or more, as may be the holder or holders of radio or television, cable television, or other broadcasting rights, or any of them, to the Game.

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(f) "NCAA" shall mean the National Collegiate Athletic Association, which is charged with oversight of college football bowl games and establishes policies and recommends rules for the conduct of such bowl games.

(g) "Varsity football team" shall mean a football team composed of students of the institution which they represent, all of whom shall be eligible to represent their institution in varsity football competition under the rules and regulations of their institution, the NCAA, and the conference, if any, of which their institution is a member.

2. GTAA's Participation in the Game

Subsequent to the 2001 regular college football season, GTAA will provide its varsity football team for participation in the Seattle Bowl.

3. Minimum Guaranteed Payment

In consideration for its appearance in the Seattle Bowl, ASI shall pay to GTAA the greater of \$750,000 or thirty-seven and one-half percent (37-1/2) of the gross receipts of the Seattle Bowl as defined in the 2001-2002 National Collegiate Athletic Association Post-Season Football Handbook.

4. Administration and Conduct of Games

All aspects of the administration and conduct of the Game shall be in compliance with the rules and policies of the NCAA.

5. Game-related Elements; Team Choices; Hotels

The GTAA representative and the opponent team shall be treated equally in terms and conditions and selection of all Game-related elements, including, but not limited to, hotels, practice sites, practice times, dressing rooms, benches, uniforms, ticket locations and order of band performance. Any elements involving choices shall be made by representatives of the competing institutions and the Executive Director of the Seattle Bowl in a timely fashion following the identification of the participating institutions.

GTAA agrees to house its official team party, players, coaches and representatives for a minimum of six (6) consecutive nights at the Sheraton Seattle Hotel and Tower. GTAA shall pay \$165.00, plus tax, per night, for a double standard room at the team hotel. GTAA shall be provided with three complimentary suites at the team hotel, with additional suites available for the athletic director and head coach at the hotel's bowl rate.

GTAA shall exert best efforts to promote travel by fans, boosters, and alumni to Seattle for the Game and related activities.

6. Game Promotion

The parties agree that it is the goal of each to seek optimum public awareness of their association in the Game. Each therefore pledges best efforts to publicize the participation in the Game by GTAA.

7. Radio Policy

It is agreed that ASI has selected and designated Westwood One as the official radio broadcaster for the Game. In addition to the official radio broadcaster for the Game, it is agreed that only the official radio network of GTAA (the "flagship radio station") and the flagship radio station of the opponent institution may broadcast the Game. A rights fee of four times the one-minute published rate of the station as listed in the current edition of Standard Rates and Data shall be paid seven days in advance of the Game by the flagship radio station to ASI, failing which the flagship radio station shall not be allowed to broadcast the Game. Provided payment is timely made, the flagship radio station of GTAA shall receive the credentials necessary for it to originate its broadcast from Safeco Field.

8. Title Sponsor; Team Jersey

The parties acknowledge that a title sponsor is not yet in place for the Game. Should a title sponsor be announced by ASI prior to the Game, all parties shall refer to the Game thereafter with the title sponsor's name included. Wearing or embroidering of the official bowl logo (which does not bear a title sponsor's name or logo) on GTAA's team jersey by all players is required.

9. Game Rules

The Game rules shall be the current football playing rules of the NCAA for the preceding football season.

10. Game Officials

The game officials for the Game shall be appointed through procedures administered by the NCAA. In no case may the officials be assigned by or from the assigning agency of either competing team.

11. Game Ball

The official football used by each team shall be a football conforming with the NCAA rules.

12. Attendance at Official Game Functions

(a) On a day before the Game, institutional personnel and ASI officials, as required by the NCAA, shall attend a pregame meeting. The television format, game timing and other administrative and procedural details shall be reviewed at that time. The "Checklist for Pregame Meeting" of the NCAA shall be reviewed at that meeting.

(b) GTAA shall have appropriate representatives, including coaches and players where appropriate, participate in Seattle Bowl events, which will include:

- (1) An early December planning meeting;
- (2) A press opportunity at the airport upon team arrival and a minimum of a daily morning press conference;
- (3) A banquet to include each participating team, its head coach and athletic director and conference representative;
- (4) An awards ceremony and press conference immediately following the Game; and
- (5) Other such events per Exhibit A hereto.

13. Game Management

The management of the Game shall be under the jurisdiction of ASI. However, ASI shall work closely with GTAA to keep GTAA advised of the status, operation and conduct of the Game. GTAA agrees that it will share with ASI the Institutional Bowl Game Report it will prepare for the NCAA.

14. Ticket Availability, Requirements

In accordance with the policies of the NCAA, ASI agrees to make available for purchase by GTAA a minimum of one-sixth (1/6) of the tickets available for the Game in Safeco Field, which is agreed to be seven thousand eight hundred and fifty three (7,853) tickets. However, it is agreed the guarantee figure shall be 7,500 tickets.

GTAA agrees to guarantee the purchase of 7,500 tickets to the Seattle Bowl. The price of these tickets for 2001 shall be Fifty Dollars (\$50.00). This guarantee may be assigned by ASI to the financial institution providing the letter of credit to the NCAA for the Game. The official Seating Chart of Safeco Field, with the allocation of the 7,500 tickets to GTAA identified, is attached hereto as Exhibit B.

ASI shall provide, at no charge to the Atlantic Coast Conference and GTAA, a total of thirty-two (32) Terrace Club Level Seats at Safeco Field along with private accommodations for GTAA's President and Athletic Director's official party. These tickets and accommodations shall be transmitted at least ten (10) days prior to the Game in care of the Atlantic Coast Conference office.

15. Pep Band

GTAA shall bring its band, consisting of a minimum of thirty (30) band members, to Seattle, Washington, and make the band available for participation in pep rallies and pre-Game festivities. All costs, charges and expenses for travel, housing, supplies, equipment or other expenses of the band of GTAA shall be borne solely by GTAA. The band of GTAA shall stay in The West Coast Grand Hotel, which shall be the official GTAA band hotel.

16. Financial Settlement

Not later than April 1 of the year immediately following the Game, or such date as is then currently required by the NCAA, ASI shall deliver to GTAA the payment due hereunder.

17. Team Gifts

ASI shall provide at no cost to GTAA 100 team gifts for participation in the Game to GTAA and to the Opponent team respectively. Additional team gifts may be purchased by the competing institutions with an order form submitted within one week of the invitation to play in the Game.

18. Team and Institutional Expense

All costs, charges and expenses for travel, housing, supplies, equipment or other expenses of GTAA's team, players, coaches, trainers, officials or band, shall be borne solely by GTAA, and shall not be chargeable against any of the receipts or income of the Game. Such similar expenses of the Opponent team shall be borne by it and shall not be chargeable against any of the receipts or income of the Game.

19. Musical compositions, Presentations

(a) GTAA agrees that it will submit a list of all musical compositions which any band affiliated with it may play in the stadium on the day of the Game to the Seattle Bowl Executive Director at least forty-eight (48) hours prior to the Game so that clearances may be secured by the Broadcasters, and agrees that if the Broadcasters are unable to clear any of the compositions for performance, the band will not play any composition not cleared.

(b) Neither the band from GTAA nor the band from the Opponent institution shall play after the team on offense breaks from the huddle.

20. Time of Performance and Payments

Time is of the essence in this Agreement with respect to all provisions hereof specifying a particular time or date for the performance of any act or the exercise of any right or privilege by any of the parties hereto. All payments to be made under the provisions of this Agreement shall be made when due or payable.

21. Insurance

(a) ASI shall obtain and maintain in force during the term of this Agreement, insurance covering losses due to cancellation or termination of the Game, naming ASI and GTAA as insureds in an adequate amount to cover anticipated losses from such termination or cancellation including, but not limited to, loss of ticket revenue, television rights fees and other sources of game income. Should the Game not be played, ASI shall take all appropriate steps on behalf of the Game and parties hereto to obtain appropriate insurance reimbursement for the resultant loss of income. Each of the participating institutions in the Seattle Bowl shall be responsible for equal shares of the cost of the policy covering their participation. GTAA shall be responsible for no more than \$5,000 toward the total cost of such insurance.

(b) ASI shall maintain primary comprehensive general coverage listing the NCAA as an additional insured, with combined single limits of at least \$1 million per occurrence for bodily injury and property damage.

22. Non-Liability of Officers

The officers, members of the board of directors, and the representatives of the respective parties executing this Agreement on behalf of the parties, respectively, shall incur no personal liability whatsoever by reason of their execution of this Agreement.

23. Indemnification

GTAA and ASI respectively agree to indemnify and hold harmless each other against, and in respect of any and all claims, losses, expenses, costs, obligations and liabilities, including reasonable attorneys' fees, either party may incur by reason of any act or omission solely of the other party or any of its respective agents, employees, successors or anyone acting by or on behalf of such party.

24. Force Majeure

If for any reason the Game is prevented from being played or shortened due to weather, war, act of God, national emergency, governmental restriction, preemption for an event of overwhelming public importance, or like cause, the occurrence of which is not within the control of ASI, then the parties shall negotiate for a pro rata reduction in the Game fees set forth herein

to the extent such Game fees are not replaced by the insurance provided for in Section 21 above.

25. Entire Agreement

This Agreement contains the entire agreement of the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is being relied upon by either party hereto. Each party has relied or is relying upon its own examination of this Agreement and the documents and contracts referred to herein, the counsel of its own advisors, and the warranties, representations, duties and covenants contained in this Agreement.

26. Agreement Not Contrary to Law/Severability

To the best knowledge and belief of the parties hereto, this Agreement contains no provision that is contrary to any federal, state or local law, ruling or regulation. If any provision of this Agreement, or any part thereof, shall at any time be held to be invalid, in whole or in part, under any applicable federal, state or local law, ruling or regulation by a court of competent jurisdiction, or by an administrative agency of the federal, state or local government, or by an arbitrator with proper jurisdiction, then such provision or portion thereof of the provisions and/or agreements, as appropriate, shall remain in effect only to the extent permitted, and the remaining portions thereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

27. No Waiver

The failure of a party to seek redress for the violation of or to insist upon strict performance of any provision of this Agreement on any occasion, shall not prevent or dilute such party's right to insist later upon such performance of the same or similar provision or to have redress for the same or similar violation, regardless of such party's prior knowledge, or lack of knowledge, thereof.

28. Governing Law

This Agreement shall be governed by the laws of the State of Hawaii.

29. Notice

Any written notice required in this Agreement shall be deemed to have been given when personally delivered or deposited in the United States mail, certified or registered mail, postage prepaid, with return receipt requested, addressed to the other party to the Agreement at the address set forth on page 1.

30. Authorization

(a) GTAA warrants that it has full right, power and authority to enter into this Agreement and grant the rights granted to ASI herein, and that the Director of Athletics of GTAA is authorized to sign this Agreement on GTAA's behalf.

(b) ASI warrants that it has full right, power and authority to enter into this Agreement and to agree to the terms and conditions granted to GTAA as stated herein.

31. Bowl Logo/Merchandising/Marketing

GTAA and ASI authorize each other, on a non-exclusive basis, to include their respective names, slogans, logos, seals and/or other identifying marks in the Seattle Bowl's and GTAA's Seattle Bowl-related merchandising efforts with the entity requesting said use paying any licensing or royalty fee due the entity owning said rights. It is understood that all gross profit derived by ASI in this manner shall become a portion of ASI's gross receipts and shall be distributed in accordance with the existing NCAA rules and regulations. It is the responsibility of GTAA and ASI to contact one another prior to use regarding approval for use of said marks, logos, seals, mascots, or other identifications, and to contact their respective designated licensor regarding use of said marks and logos.

32. Assignment

This Agreement may not be assigned by either party with the sole exception that ASI may assign its interest to the financial institution (Central Pacific Bank) that issued ASI the letter of credit as required by the NCAA.

33. Default

The following shall constitute defaults under this Agreement:

(a) If ASI defaults in the payment of any part of the payment established by the NCAA Post-Season Football Handbook and that default continues more than thirty (30) days after a demand by GTAA to ASI;

(b) Failure of ASI to provide for national domestic television coverage for the Game;

(c) If ASI materially breaches any provision of this Agreement other than (a) above, or GTAA materially breaches any provision of this Agreement, and said breach by ASI or GTAA is not cured within thirty (30) days written notice to the address set forth herein.

34. Remedies Upon Default

(a) Upon any default by ASI as set forth in paragraphs (a) or (b) of paragraph 37 above, GTAA shall have the right to:

(1) Terminate and cancel this Agreement and all rights conferred to ASI under this Agreement;

(2) Declare all sums payable under this Agreement for the immediately upcoming Game (or Game just completed), due and owing.

(b) In addition to GTAA's and ASI's other rights at law and in equity, either party may terminate this Agreement if the other party has materially breached this Agreement or committed an event of default and fails to cure such material breach within thirty (30) days after notice of the breach is sent by the non-breaching party, and fails to demonstrate to the notifying party that such material breach has been cured and did not cause irreparable harm.

(c) Each remedy provided is cumulative and shall be in addition to all other rights or remedies in this Agreement, or in law, equity or bankruptcy.

35. No Joint Venture

The relationship created by this Agreement shall not be construed as to create any joint venture or partnership between GTAA and ASI which would make one party liable for the debts, acts or omissions of the other party.

36. Modification

This Agreement may only be modified in writing, signed by both the GTAA and ASI.

IN WITNESS WHEREOF, this Agreement has been duly executed, in duplicate, by the parties hereto, through their officers duly authorized, as of the date first mentioned in this instrument

"ASI" "Seattle Bowl"
ALOHA SPORTS INC.

By: 
Its Chief Executive Officer

"GTAA"
GEORGIA TECH ATHLETIC
ASSOCIATION

By: 
Its Director of Athletics



EXHIBIT A

SOCIAL OPPORTUNITIES

<u>Date</u>	<u>Event</u>	<u>Required Attendance</u>	<u>Duty of Coach</u>	<u>Comp Admission Per Team</u>	<u>Purchase Admission</u>	<u>Purchase Admission Price Per Ticket</u>
Friday, December 21	Welcome Ceremony (team, coaches, official party)	YES	Yes - Speak	Unlimited	0	\$0.00
	Bowl Banquet (team, coaches, official party)	YES	Yes - Speak	101	Unlimited	\$70/\$80 at doc
Saturday, December 22	Seattle Sonics Game vs. Detroit Piston	No	None	0	200	\$10.00
	Coaches Dinner (coaches & spouses)	No	None	20	0	\$0.00
Sunday, December 23	Kid's Day at Pacific Science Center	No	None	40	Unlimited	\$8 Adults \$5.50 ages 3-11
	EMP Party (team, coaches, official party, band cheerleaders)	YES	Yes - Speak	101	Unlimited	\$50.00
Monday, December 24	Christmas Dinner Cruise ACC	No	None	0	800	TBD
Tuesday, December 25	GameWorks Pac-10/ACC	No	None	150	Unlimited	\$27.00/3 hrs
	Christmas Dinner Cruise Pac-10	No	None	0	800	TBD
Wednesday, December 26	Wives Day at Nordstrom	No	None	30	None	\$0.00
	Pep Rally at Pacific Place	No	None	0	None	\$0.00
	Pep Rally at Seattle Center	No	None	0	None	\$0.00
Thursday, December 27	Gameday VIP Pre-Game Party	No	None	25	0	Invitation Only

EXHIBIT B

SEATING CHART: 7,500 tickets

ACC = Sections 116-121, 143, 146-147, 107-109, 316-325 (band will be in sec. 116)